

## **REMARKS**

### **Summary of the Claims**

With the Office Action mailed August 7, 2009, claims 10-30 were pending in the application. Claims 10-19 have been rejected and claims 20-30 have been withdrawn from consideration.

With the present amendments, claims 10, 12 and 28 are amended, and claims 31-38 are newly added. Among the amended claims, claim 10 is amended to point out Applicant's invention more clearly while claims 12 and 28 are amended to allow them to maintain alignment with the amendments to claim 10. No new matter has been added by any of the amendments and the new claims. Claims 11, 16, 17, 19, 23-25 and 30 have been canceled without prejudice. With the above amendments, claims 10, 12-15, 18, 20-22, 26-29 and 31-38 are pending in the application.

### **Election/Restriction Requirements**

Applicant acknowledges the Examiner's statements regarding the election/restriction requirement and the status of claims 20-30 that have been withdrawn from consideration. However, Applicant respectfully requests withdrawal of the restriction requirement and also requests the Examiner's consideration of claims 20-22 and 26-29 because claim 10 (i.e., the linking claim), as amended, is now allowable and because claims 20-22 and 26-29 depend from claim 10. The reasons why claim 10 is believed allowable are discussed in the following sections of this response.

### **Rejections Under 35 U.S.C. § 112**

Claims 10-19 are rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter. The Examiner states that regarding claim 10, "the container" lacks antecedent basis. This rejection is respectfully traversed. The antecedent basis

of “the container” can be found at line 1 of claim 10 which clearly reads “[a] combination comprising a container ....” For this reason, withdrawal of the rejection under 35 U.S.C. § 112 is respectfully requested.

### **Rejection Under 35 U.S.C. § 102**

Claims 10, 17 and 19 are rejected under 35 U.S.C. § 102(b) as being anticipated by Winston (US 3,380,159). The Examiner states that Winston teaches the seal-cutting apparatus 10 that is held in a container 61 at an opening defined in the container. In view of this rejection, claim 10 is amended.

Claim 10, as amended, recites in part:

... a blister package received in the container ...  
the seal-cutting apparatus is held in the container at an  
opening defined in the container such that the opening is entirely  
closed by the seal-cutting apparatus.

Winston fails to disclose the arrangement as now defined by claim 10. Figure 9 of Winston indeed shows a container (having clamp 63) in which a cutting device 14 is received. However, Winston does not disclose any blister package nor does it disclose an opening of the container that is entirely closed by a seal-cutting apparatus. For at least these reasons, claim 10 is not anticipated by Winston.

Claims 17 and 19 have been canceled.

Because claim 10 is not anticipated by Winston and claims 17 and 19 have been canceled, withdrawal of the rejection under 35 U.S.C. § 102(b) is respectfully requested.

**Rejection Under 35 U.S.C. § 103**

Claims 10 and 16-19, as best understood by the Examiner, are rejected under 35 U.S.C. § 103(a) as being unpatentable over Fleury (3,619,902) in view of Winston. Claims 11-15 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Fleury in view of Winston, as applied to claim 10, and in further view of applicant admitted prior art, AAPA, Fig. 1. The Examiner states that the use of a seal-cutting apparatus for cutting a blister package, as shown in Fig. 1 of the instant application, is well known in the art. In view of these rejections, claim 10 is amended.

Claim 10, as amended, recites that a blister package is received in the container and that the opening of the container is entirely closed by the seal-cutting apparatus. As discussed on the previous page of this response, Winston fails to disclose the arrangement of claim 10, a blister package in particular. Fleury fails to disclose not only a blister package but also a container. For at least these reasons, no combination of Fleury and Winston can arrive at the arrangement as now defined by Claim 10.

Regarding AAPA, Applicant respectfully submits that the term “PRIOR ART” in Figure 1 of the instant application applies only to the blister package per se; it does not apply to a combination of the blister package and the seal-cutting apparatus shown in Figure 1 nor does it apply to a combination of the seal-cutting apparatus and the container in the same figure. To this end, the Examiner’s attention is invited to paragraphs [0013] and [0018] of the specification of the instant application. Paragraph [0013] states “FIG. 1 is an isometric view of the present invention” while paragraph [0018] states “... a container 12 which together with the apparatus 40 form a system 10 in accordance with an embodiment of the invention.” (Emphases added) Based on

these statements in the specification, Applicant submits that he did not admit the use of seal-cutting apparatus for cutting a blister package as prior art.

For the above reasons, claim 10 is believed allowable.

Claims 12-15 and 18 depend from allowable claim 10. For at least that reason, claims 12-15 and 18 should also be found allowable.

Withdrawal of the rejections under 35 U.S.C. § 103 is respectfully requested.

#### **New Claims**

New claims 31-38 do not include an abutment structure or a backstop structure. Claims 31-36 in particular depend from the linking claim 10 that is now allowable. For these reasons, consideration of the new claims is requested.

As discussed above, new claims 31-36 depend from allowable claim 10. For at least that reason, they are allowable over Fleury and Winston. However, claims 31-36 are also allowable on their own merits in that they each require an arrangement that is not disclosed by either Fleury or Winston.

Claim 31 recites, in part, that “the cutting member is disposed inside the container ....” Neither Fleury nor Winston discloses such an arrangement.

Claim 32 recites, in part, that “no substantial portion of the seal-cutting apparatus is exposed through the opening except for the receiving channel, the first and second surfaces and the cutting member.” Neither Fleury nor Winston discloses such an arrangement.

Claim 33 recites, in part, that “the seal-cutting apparatus is attached to the container so that the seal-cutting apparatus is not removable from the container.” Neither Fleury nor Winston discloses such an arrangement.

Claim 34 recites, in part, that “the seal-cutting apparatus further comprises a substantially planar third surface adjacent to the second surface, the third surface being disposed at a substantially higher elevation than the first surface so that first surface is offset from, and recessed with respect to, the third surface, wherein the container includes a first wall disposed along the third surface, the opening is defined at least in part in the first wall, and the cutting member is disposed below the first wall.” Neither Fleury nor Winston discloses such an arrangement.

Claim 35 recites, in part, that “the seal-cutting device further comprises a substantially planar fourth surface adjacent to the first surface so that the second surface is offset from, and recessed with respect to, the fourth surface, the container includes a second wall disposed along the fourth surface, the opening is defined in part in the second wall, and the cutting member is disposed inwardly of the second wall.” Neither Fleury nor Winston discloses such an arrangement.

Claim 36 recites, in part, that “the receiving channel is disposed in the opening such that the receiving channel extends along the opening.” Neither Fleury nor Winston discloses such an arrangement.

Claim 37 is independent of claim 10; however, it is believed allowable because it requires an arrangement that is not disclosed or even remotely suggested by Fleury or Winston. Claim 37 recites, in part: “[a] seal-cutting apparatus comprising ... an attached container; and at least one blister-pack package received in the container.” Such an arrangement is not disclosed nor is it even remotely suggested by either Fleury or Winston.

Claim 38 depends from allowable claim 37 and thus is believed allowable. However, it is also allowable on its own merits in that it requires an arrangement that is not disclosed by Fleury or Winston. Claim 38 recites, in part: "the opening being substantially closed by the first and second surfaces ...." Such an arrangement is not even remotely suggested by either Fleury or Winston.

**Conclusion**

Applicant believes that the foregoing amendments to the claims should place the present application in condition for allowance. It is earnestly requested that the application, as a whole, receive favorable reconsideration and that claims 10, 12-15, 18, 20-22, 26-29 and 31-38 be allowed.

Respectfully submitted,

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